

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

In Re:	}	Case No:	16-31655-DHW
	}		
Sandia Jordan	}	Chapter:	13
SSN: xxx-xx-8770	}		
	}		
Debtor.	}		
	}		
	}		
	}		

**MOTION FOR APPROVAL OF A TRIAL PERIOD LOAN MODIFICATION
FILED BY SELECT PORTFOLIO SERVICING, INC. AS SERVICING AGENT FOR
TOWD POINT MORTGAGE TRUST 2015-5, U.S. BANK NATIONAL ASSOCIATION
AS INDENTURE TRUSTEE AND REQUEST FOR TELEPHONIC HEARING**

Comes now SELECT PORTFOLIO SERVICING, INC. AS SERVICING AGENT FOR TOWD POINT MORTGAGE TRUST 2015-5, U.S. BANK NATIONAL ASSOCIATION AS INDENTURE TRUSTEE, its principals, investors, successors, and/or assigns, if any, (hereinafter "Creditor"), by and through its undersigned counsel of record, Sirote & Permutt, P.C., and moves this Honorable Court for approval of the loan modification agreement reached by Debtor and Creditor and in support thereof, Creditor avers as follows:

The Creditor holds a mortgage lien on the property commonly referred to as 3986 Thomas Avenue, Montgomery, AL 36111, and more fully described in the mortgage and note. The Debtor and the Creditor have negotiated a trial period loan modification offer only regarding this mortgage.

WHEREFORE, ABOVE PREMISES CONSIDERED, the Creditor herein prays that this Honorable Court will approve the attached loan modification agreement.

Respectfully submitted,

/s/ Janna L Ifshin

Janna L Ifshin (IFS-001)

Diane Murray (MUR-048)

Donald M. Wright (WRI-021)

Enslin Crowe (CRO-098) *EC*

Attorney for Creditor

OF COUNSEL:

Janna L Ifshin

Sirote & Permutt, P.C.

2311 Highland Avenue South

Birmingham, Alabama 35205

Telephone: 205-918-5083/Fax: 205-212-2874

jifshin@sirote.com

CERTIFICATE OF SERVICE

I hereby certify in accordance with Fed. R. Bankr. P. 4001(a), 9014, and 7004 that a copy of the above and foregoing Motion for Approval of Loan Modification Agreement was mailed, first class postage prepaid to the following:

Sandia Jordan

1026 Buckingham Drive

Montgomery, AL 36116

and served via electronic case management to:

Richard D Shinbaum

Shinbaum & Campbell

P.O. Box 201

Montgomery, AL 36101

rshinbaum@smclegal.com

Sabrina L. McKinney [Acting]

P.O. Box 173

Montgomery, AL 36101

trustees_office@ch13mdal.com

On this the 17th day of Oct, 2016.

/s/ Janna L Ifshin

OF COUNSEL

September 23, 2016

TRIAL MODIFICATION PLAN

Re: Customer Name(s): SANDIA JORDAN
Account Number: [REDACTED]
Property Address: 3986 THOMAS AVENUE
MONTGOMERY, AL 36111

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect, and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

SPS is pleased to inform you that you have been approved for a Trial Modification Plan (Plan). The terms of the Plan, including payment amounts and due dates, are listed below. In order for SPS to convert this trial modification plan to a permanent modification of your mortgage, you must timely remit all of your payments under the Plan.

Plan Acceptance

To accept the Plan, you must make your First Payment by the date indicated below. **The Plan will become active and valid only if SPS receives the First Payment by the scheduled date of your First Payment under the Plan.**

Plan Payments

Your Plan payments will take the place of your normal monthly mortgage payments during the term of the Plan. **You must make each of the below-listed payments by or before the listed due dates, or the Plan will be cancelled.** Your monthly Plan payments and due dates are as follows:

Payment	Due Date	Amount
Payment 1	11/01/2016	\$351.02
Payment 2	12/01/2016	\$351.02
Payment 3	01/01/2017	\$351.02

Form of Payment

You must make your first payment on or before the due date by certified funds. Certified funds include, Western Union Quick Collect (code city Oswald), cashier's check, money order or wire transfer (contact SPS for wire instructions). Subsequent payments must be made on or before the applicable due date and can be made by personal check, EZ pay via telephone or SPS's website, or by certified funds.

Application of Payments

Payments made under the Plan will be applied to amounts due and past due on your account. Funds may be held in a non-interest bearing account until they total an amount that is enough to pay the oldest delinquent monthly payment. Although these payments will not bring your account contractually current, they are required in order for SPS to forbear from proceeding with a foreclosure sale or commencing foreclosure proceedings and in order for SPS to convert this Plan to a permanent mortgage modification.

Plan Term

The Plan becomes effective as of the date that you have made the First Payment shown above. The Plan will terminate upon SPS receiving the final payment before the end of the last day of the month in which it is due. Failure to make any of the specified payments in full, by the due date, will also result in the termination of the Plan.

Forbearance

During the Plan term, SPS will not proceed to foreclosure sale or commence foreclosure proceedings on the above-referenced property, provided that you are making timely payments in compliance with the terms of the Plan. We may commence foreclosure proceedings or commence a sale of the property if you do not comply with the terms and conditions of the Plan.

Modification

If you make the required payments under the Plan and fulfill the terms of the Plan, then SPS will permanently modify your mortgage terms. The Plan is not a credit application or credit commitment for the modification.

If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval of any permanent modification of the account.

Terms Not Modified

All terms and conditions of the current mortgage documents pertaining to this account, including but not limited to the note, deed of trust/mortgage, or other security instrument, remain in full force and effect, and you agree to comply with those terms and conditions. However, during the term of the Plan you may make the Plan payment instead of the payment required under your mortgage documents. Nothing in the Plan shall be understood or construed to be a satisfaction or release, in whole or in part, of the obligations under the mortgage documents.

Delinquent Taxes and Insurance

You agree to pay any and all delinquent property taxes relating to the real property and provide proof of such payment to SPS prior to the date that the final payment is due under the Plan. You also agree to provide proof of hazard insurance coverage (and, where required, proof of flood insurance coverage) for the real property and deliver such proof of insurance to SPS prior to or on the due date of your first payment. If you fail to provide proof of insurance, SPS may, pursuant to applicable law and SPS policies, purchase insurance on the real property, in which case you agree to repay SPS for such insurance.

You may have entered into a separate advance repayment plan regarding delinquent taxes and insurance. If so, it is possible that the term of that advance repayment plan will extend beyond the term of the Plan, and accordingly, you will continue to make payments under the advance repayment plan as required.

Questions?

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.



September 23, 2016



SANDIA JORDAN
PO BOX 251862
MONTGOMERY, AL 36125-0000

RE: Account Number: [REDACTED]
Property Address: 3986 THOMAS AVENUE
MONTGOMERY, AL 36111

Dear Customer(s):

You previously provided a complete Assistance Review Application and we are providing our response to that complete application. Because our records indicate that your lien may be subject to Bankruptcy, please read the following:

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect, and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

If there is any bankruptcy proceeding pending that includes the subject property, then you may need to obtain Bankruptcy Court approval prior to any refinance or sale of the property. Similarly, you may need Bankruptcy Court approval of any permanent modification of the account.

Please review the enclosed letter regarding our review of the account. You may contact SPS at 888-818-6032 to discuss the enclosures. SPS representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,

Select Portfolio Servicing, Inc.

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September 23, 2016



SANDIA JORDAN
PO BOX 251862
MONTGOMERY, AL 36125-0000

Re: Customer Name(s): SANDIA JORDAN
Account Number: [REDACTED]
Property Address: 3986 THOMAS AVENUE
MONTGOMERY, AL 36111

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, has completed its review of your complete Assistance Review Application. Thank you for completing your Assistance Review Application and submitting all required documentation. The decisions in this letter represent the evaluation of all home retention loss mitigation options available to you, ensuring you receive a fair and complete evaluation. Our reviews are conducted in accordance with applicable laws and investor eligibility rules. SPS is committed to a policy of nondiscrimination in all aspects of its servicing program.

Loss Mitigation Program Decision

Congratulations! You have qualified for and we are pleased to offer you a SPS Trial Modification. This program is intended to help you avoid foreclosure or other legal action. Attached you will find the terms and conditions of our approval along with instructions to accept the offer. It is important that you read it carefully and comply with the terms outlined in the agreement. If after reading through the terms and conditions of the offer you find that you are unable to meet the requirements, or you have further questions, please contact SPS.

The approved option must be accepted by November 1, 2016, or we will deem that you have rejected the offer. If you do not accept this option by the due date, you may lose your opportunity to participate in these options now and in the future. Your plan will be considered accepted if you make the first payment due according to the attached payment schedule.

If there is any bankruptcy proceeding pending that includes the subject property, then you will need to obtain Bankruptcy Court approval prior to any refinance or sale of the property. Similarly, you may need Bankruptcy Court approval of any permanent modification of the account.

If you are currently eligible to receive principal reduction incentives for remaining current under a prior Home Affordable Modification, acceptance of this plan will discontinue accrued or future incentives.

Non-Home Retention Options

You may also be eligible for non-home retention options. Our approval of these non-home retention options is conditioned upon our receipt of information that may not be in your possession (e.g., appraisal or title search) that is necessary to establish the specifics of the offer. Depending on what the documents show, the specific option may not be available.

Short Sale. If you are interested in selling your property but owe more than your home is worth, a short sale may be an option. In a short sale, SPS allows you to sell the mortgaged property and pay off your mortgage account for an amount which is less than the outstanding balance, interest and fees. Approval for this option is conditioned upon receipt of required documentation, investor, and/or mortgage insurer approval, if required, and evaluation of the amount being presented for pay off of the outstanding lien. If you are interested in this option and have a current purchase offer on your home, please contact us immediately. If you are interested in selling your home, but need assistance in finding an experienced real estate agent to assist you, SPS can refer you to an agent in your area. Please contact one of our representatives at the number below for more information.

Deed in Lieu of Foreclosure. With a deed in lieu, you agree to transfer the title or ownership of your property to the owner or servicer of your mortgage in order to avoid foreclosure sale and satisfy all or a portion of the mortgage debt. The amount of debt satisfied by this transfer of ownership is based on the approved value of your home. In some cases, you may be responsible for a remaining balance of the mortgage debt over and above the approved value. This option is conditioned upon receipt of required documentation, investor and/or mortgage insurer approval, if required, and the ability to provide title to the property clear of all other liens.

As stated, these options have different requirements and guidelines, and not all accounts will qualify. Moreover, some of these options may offer financial assistance for your relocation. Please contact SPS for more detail.

Regulatory Notice of Non-Approval

Even though you are approved for a SPS Trial Modification, federal law requires us to disclose the programs for which you have been reviewed but not approved, or are otherwise ineligible for review. SPS reviewed your complete Assistance Review Application for eligibility under its loss mitigation options, which are established through investor rules and are based on your individual circumstances. All program(s) below are the program(s) for which you were denied and the specific reason for non-approval. These denials are based on the criteria where your account did not pass the program eligibility requirements; we did not consider other criteria regarding ineligibility as part of our decision.

- **HAMP Tier 1 Trial Modification**

Ineligible Property.

We are unable to offer you this program because you do not live in the property as your primary residence.

- **HAMP Tier 2 Trial Modification**

Post Modification Debt To Income Ratio Outside of Acceptable Range.

We are unable to offer you a Home Affordable Modification because in performing our review of a potential modification, the proposed modified monthly payment we could offer you, which includes a modified monthly principal and interest payment on your first lien mortgage plus property taxes, hazard insurance premiums, and homeowners dues (if any), was outside of the program guidelines as it was less than 10% or more than 55% of your monthly gross income (your income before taxes and other deductions), which we verified as \$2,216.67. Under the program guidelines, your modified monthly housing expense must be greater than or equal to 10% and less than or equal to 55% of your gross monthly income. If you believe this verified income is incorrect, please contact us at the number provided below.

- **Home Affordable Unemployment Program (HAUP)**

Not Currently Unemployed.

Our records indicate that you are not currently receiving unemployment income. Therefore, you are not eligible to be reviewed for this unemployment program.

- **SPS Unemployment Program**

Not Currently Unemployed.

Our records indicate that you are not currently receiving unemployment income. Therefore, you are not eligible to be reviewed for this unemployment program.

- **Repayment Plan**

Alternate Option Offered.

We are unable to offer you this program because you were approved for another loss mitigation option based on investor and/or regulatory rules.

Right to Appeal

You have the right to appeal any non-approval by providing a written explanation of why you believe our determination was incorrect, along with all supporting evidence, within thirty (30) days of the date of this letter to:

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277
Relationship.Manager@SPServicing.com

You have thirty (30) calendar days from the date of this notice to contact SPS to discuss the reason for non-approval. **No foreclosure sale will be conducted and you will not lose your home** during this 30-day period or any longer period required for us to review supplemental material you may provide in response to this notice. If a foreclosure sale has already been scheduled we will instruct our attorney to file a motion to postpone such sale. It is possible however that a court will deny the motion and the sale will proceed. If that happens we will be unable to provide loss mitigation.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal Law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277

Contact Us

If you have any questions, your assigned Relationship Manager, Lizette Torres, can be reached toll free at 800-258-8602 Ext. 36946 or by email at Relationship.Manager@SPServicing.com.

At SPS, any of our trained servicing representatives can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like to speak with a HUD approved counselor, call the Homeowner's HOPE™ Hotline 888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

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The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington, DC 20552.

The status of your Bankruptcy may be reported to all credit reporting agencies in accordance with the Fair Credit Reporting Act. If your Bankruptcy is dismissed, or if your Bankruptcy is discharged and your loan is reaffirmed, your loan will be reported as paying under a partial payment plan during the Trial Period Plan, and as modified if you enter into a final modification agreement. Visit ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm for more information about your credit.